

the principle laid down in *Ex parte Villars*⁽²⁾ was preferable and should be applied to the present case. The case of *Ex parte Villars, supra*, was decided before *Figg v. Moore, supra*, at a time when the law of bankruptcy provided that a seizure of a debtor's goods must be followed by a sale of the goods before the act of bankruptcy was complete. The goods seized by the sheriff in that case were sold to the execution creditor who paid for them by cheque. The sheriff kept the cheque for fourteen days as required by statute and then handed it back to the execution creditor. Shortly afterwards a bankruptcy petition was presented by another creditor, the act of bankruptcy which was alleged being the seizure and sale by the execution creditor. The question for decision was whether the execution creditor was entitled to retain the money paid to him by the sheriff and it was held that he could do so. It was pointed out by James L.J. that the bankruptcy of the debtor had relation back to, and commenced at the time of the act of bankruptcy "being completed", and as the act of bankruptcy was not completed until the sale was completed, the bankruptcy did not commence until after the sale, that is, after the payment by the Sheriff to the execution creditor. "If the act of bankruptcy is the act of the bankrupt himself," Lord Justice James explained, "then the title of the trustee relates back to the moment of the commencement of the act done by him; but if, as in the present case, it is not a voluntary act of the bankrupt, but a proceeding *in invitum*, it relates back only to the moment after the completion of the transaction which constitutes the act of bankruptcy". That case was decided when the law was that an act of bankruptcy was not complete until the goods were sold and therefore it has no applicability to a case where the law provides that an act of bankruptcy is complete if the Sheriff holds the goods for twenty-one days, as was the position when *Figg v. Moore* was decided, or where the law provides that the seizure alone constitutes an act of bankruptcy, as is the case in Singapore.

It is interesting to note that in the case of the Trustee of *John Burns-Burns v. Brown*⁽³⁾ the facts of which were very similar to the facts of *Figg v. Moore, supra*, counsel for the execution creditors advanced almost exactly the same argument as counsel for the execution creditors in the present case. He submitted that the decision in *Figg v. Moore, supra*, was

A erroneous and invited the Court to apply the principle of *Ex parte Villars, supra*. The Court of Appeal held, however, that *Figg v. Moore* was rightly decided and that *Ex parte Villars* did not apply, Lord Halsbury commenting that the point seemed to him too clear for argument. In my opinion the principle of that case and of *Figg v. Moore, supra*, covers the present case. The argument of the Official Assignee, in my view, is unanswerable. There will be judgment for the Official Assignee in the terms of his motion.

Judgment for the Official Assignee.

Solicitors: Allen & Gledhill.

VEB FILMFABRIK AGFA WOLFEN v. AGFA
AKTIENGESSEL SCHAFT FUR
PHOTOFABRIKATION

[O.C.J. (Chua J.) December 13, 1957]

[Singapore — Originating Motion No. 8 of 1957]

Trade Mark — Application for registration made but before registration completed war commenced — Vesting order — Custodian of Enemy Property.

In this case the respondents, Agfa Aktiengesell Schaft Fur Photofabrikation, applied for the registration of a mark which consisted of the word "Agfa". Before the mark could proceed to registration there was another application for the registration of a similar mark by the appellants, Veb Filmfabrik Agfa Wolfen. By agreement between the parties, the appellant withdrew their application and lodged opposition against the respondents' application. After hearing the parties the Registrar decided that respondents' application should proceed.

The evidence of the appellant before the Registrar consisted of two statutory declarations by a director of the appellant firm and the respondents' evidence consisted of eight statutory declarations by various persons, who were formerly connected with the respondent firm. The Registrar's decision was to the effect that the respondents were the successors in title to the Agfa mark in Singapore and that the appellants have not satisfied her that they have any merits or rights whatever in the Agfa mark in Singapore. It is against this decision that this appeal was lodged.

Held: confirming the Registrar's decision, that the word "Agfa" is the initials of Anilin & Co. who were the original owners of the mark and the factory at Wolfen has "Agfa" as part of its name only when the factory was under Soviet control, and the appellants used the word "Agfa" as part of their name when they were formed in 1954. The appellants have no title to the word "Agfa" and that word is adopted by the appellants in order to trade on the goodwill which has been built up by Anilin & Co. and I. G. Farben.

Appeal dismissed.

Case referred to:—

- (1) *R. J. Reuter Co. Ltd. v. Ferd Mulhens*,
(1953) 2 All E.R. 1160.

TRADE MARKS APPEAL.

K. Gould for the appellants.

J. Lloyd for the respondents.

Cur. Adv. Vult.

Chua, J.:—This is an appeal from the decision of the Registrar of Trade Marks by which she decided that the application of the respondents for registration of a Trade Mark should proceed.

The respondents applied for the registration of a mark which consists of the word "Agfa" in script form within the centre of a black diamond device. Before the mark could proceed to registration there was another application for the registration of a similar mark by the appellants. By agreement between the appellants and the respondents, the appellants withdrew their application and lodged opposition against the respondents' application. After hearing the parties the Registrar decided that the application of the respondents should proceed and it is against this decision that this appeal is now lodged.

It is necessary, to understand this case, to set out in full the grounds of opposition of the appellants and the counter-statement of the respondents lodged with the Registrar.

The grounds of opposition are as follows:

"1. The Agfa Aktiengesellschaft fur Anilinfabrikation in Berlin-Treptow (now in the Soviet Zone of Occupation) was founded on the 21st July 1873 and the Trade Mark "AGFA" was registered in their name by the then Reich Patent Office on the 15th April 1897.

2. The Filmfabrik Agfa Wolfen was built to function as the working plant of the Agfa Aktiengesellschaft fur Anilinfabrikation and started to function in 1910. It became a member of the I.G. Farbenindustrie Aktiengesellschaft on the 9th December 1925.

3. The Filmfabrik Agfa Wolfen produced from its beginning besides chemical preparations for photographic purposes, films and plates also. Already prior to the year 1925 the Filmfabrik Agfa Wolfen exported films to Singapore.

4. The I.G. Farbenindustrie Aktiengesellschaft was a large German Corporation combining a number of individual undertakings to each of which certain manufacturing branches were assigned. The Filmfabrik Agfa Wolfen, for example, manufactured under the Trade Marks "AGFA" and "AGFACOLOR" among other goods "AGFA" and "AGFACOLOR" films, plates and chemical substances for photographic purposes, and was the sole seller in the world of the said "AGFA" and "AGFA-

A "COLOR" goods which are well known throughout the world.

5. No other firm in Germany produced "AGFA" films for the I.G. Farbenindustrie Aktiengesellschaft after the year 1925 but the Filmfabrik Agfa Wolfen. The applicants did not, either prior to 1925 or as a member of the I.G. Farbenindustrie Aktiengesellschaft at any other time, deliver "AGFA" films, plates or chemicals for photographic purposes to Singapore.

B

6. After the collapse of Germany in 1945 the Filmfabrik Agfa Wolfen was taken over by the Soviet occupying power in July 1945, and this action was ratified, approved and confirmed by the Allied Control Council on the 30th November 1945. Though still under Soviet control, the Filmfabrik Agfa Wolfen was handed back to the German people and became their property on the 1st January 1954 (VEB = Volkseigener Betrieb = undertaking owned by the people).

C

7. In conformity with this development, the Trade Marks "AGFA" and "AGFACOLOR" are registered in the Office for Inventions and Patents of the German Democratic Republic in the name of VEB FILMFABRIK AGFA WOLFEN, of Wolfen, District of Bitterfeld, Germany, as the owners of the same.

D

8. "AGFACOLOR" goods made by the Filmfabrik Agfa Wolfen have also been used in Singapore. Deliveries to Singapore of goods under the Trade Marks "AGFA" and "AGFACOLOR" have been effected continuously and extensively throughout Singapore.

E

9. The opponents are therefore the true owners of the "AGFA" and "AGFACOLOR" Trade Marks, Trade Mark applications for the registration of which were filed in the name of the opponents in Class 1 under Nos. 17284 and 17285 respectively in respect of "Chemical substances for photography, such as developers and fixing agents, photographic films and plates, photographic papers". The said applications have been withdrawn by agreement with the present applicants.

F

10. The present applicants are not the true owners of the Mark.

11. The Mark applied for by the applicants in the above application No. 16658 consists of the word "AGFA" inside a diamond device and the goods are the same or are of the same description as the goods on which the opponents use their "AGFA" and/or "AGFACOLOR" Trade Marks.

G

12. The word "AGFA" in the "AGFA" Mark applied for in the above application No. 16658 is identical with the opponents' Trade Mark "AGFA" and the same Mark is bound to deceive or cause confusion.

H

13. The "AGFA" Mark applied for in the above application No. 16658 resembles the opponents' Trade Mark "AGFACOLOR" so nearly as to be liable to deceive or cause confusion.

14. The use or registration of the Mark applied for in the above application No. 16658 will interfere with the opponents' rights to their "AGFA" and "AGFACOLOR" Trade Marks.

I

15. For the reasons stated in paragraphs 1 to 14 the opponents pray that the Mark applied for in the above application may be refused registration.

The counter-statement reads as follows:—

1. The said application is numbered 16658 in Singapore.
2. We have other pending applications in Singapore but it has been agreed with the opponents that the result of these proceedings, when finalised, shall be accepted by both parties so far as it relates to all AGFA and other similar applications in Class 1 or otherwise in Singapore, Federation of Malaya, North Borneo and Sarawak.
3. Prior to 1925 there were in Germany some eight very large chemical concerns. Since 1916 these companies had been operating under a 99-year, so called Community of Interest Agreement. However, for various reasons it was decided that it would be better to create a new company by way of merging all the above mentioned eight companies into one large company.
4. One of the above mentioned large companies was Aktiengesellschaft Für Anilinfabrikation whom the opponents allege are their predecessors.
5. When these companies merged it was decided that the new company would be called I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (hereafter called "I.G. Farben"). One of the reasons for this merger was, of course, to cut down the costs of production i.e. instead of each of the old companies producing complete lines; under the new system one factory might produce nothing but aspirin, another factory nothing else but hydrogen peroxide, etc.
6. After the merger Aktiengesellschaft Für Anilinfabrikation produced film, plates and photographic chemical substances and used as a trade mark for these goods the word AGFA but the statement contained in Clause 5 of the opponent's grounds-of-opposition is denied. The goods produced under the Trade Mark AGFA were not produced for I.G. Farben but by one of the factories owned by I.G. Farben.
7. When the above mentioned eight chemical firms merged to form I.G. Farben they all owned extremely important trade marks, and these trade marks formed part of the assets brought into the capital of I.G. Farben.
8. Many of the trade marks which after the merger formed part of the assets of I.G. Farben were extremely valuable for obvious reasons. I.G. Farben decided to continue to use these trade marks but instead of using a trade mark over a whole range of goods they used different important trade marks for different types of goods, e.g. whereas before the merger the trade mark AGFA had been used for goods other than those of a photographic nature, it was after the merger merely used for film, plates, photographic chemicals and photographic equipment generally. Bayer-Cross trade mark was used for nothing else but pharmaceutical products.
9. The factory now operated by the opponents was not the only factory producing goods bearing the trade mark AGFA. Certain photographic materials were made at Leverkusen by factories which before the merger of 1925 belonged to Farbenfabriken Vorm. Friedrich Bayer and Company and cameras bearing the trade mark AGFA were made by the factory which before the merger was owned by Camerwerk A. Rietzschel of Munich.
- A 10. After the merger in 1925 and the formation of I.G. Farben the shareholders were not shareholders of the individual firms but were shareholders of I.G. Farben and were issued with I.G. Farben shares in exchange for the shares previously held in the various separate companies.
- B 11. By 1939 I.G. Farben owned in Germany 26,500 trade marks and approximately 22,000 had been registered in various countries abroad, all in the name of I.G. Farben.
- C 12. Part of I.G. Farben was devoted to sales only and in this respect there were seven sales organisations in various parts of Germany dealing with products bearing the AGFA trade mark and the applicants deny that the opponents delivered photographic materials such as film, plates or cameras to Singapore after 1925. These were exported to Singapore through the sales organisation of I.G. Farben whose head office was and is situate in, what is now known as Western Germany at Frankfurt (Main).
- D 13. After the collapse of Germany in 1945 and as part of the Allies plan to decartelize the major German industries the various plants and factories and other moveable assets were seized by the various Allies, namely, Britain, America, France and Russia. This seizure by the various Allies was subsequently ratified by the Allied Control Council.
- E 14. Germany was divided up into four sectors each occupied by one of the four above mentioned Allies and Berlin which fell inside the Soviet section was itself subdivided into four Allied sectors.
- F 15. Obviously each Ally could only seize property situate in the sector under its control and could not seize more than there was thereto be taken. The applicants agree that the factory which before the merger in 1925 was known as Aktiengesellschaft Für Anilinfabrikation falls within the Soviet sector and has been seized by the Soviet Occupation forces; but what was situated here for the Soviet Occupation Forces to seize? Surely merely factory premises together with any plant and machinery erected or found thereon. The incorporeal hereditaments such as trade marks, patents, etc., were vested in I.G. Farben whose head office was situate at Frankfurt (Main) now known as Western Germany.
- G 16. In 1939 I.G. Farben, Frankfurt (Main) applied for registration of four AGFA Trade Marks in Singapore but before these were registered the War commenced and these marks vested in the Controller of Enemy Property.
- H 17. In the United Kingdom on the commencement of hostilities with Germany AGFA trade marks were vested in the controller of Enemy Property and recently these were assigned by the said Controller to the applicants who were duly appointed by virtue of A.H.C. Law No. 35 as the persons to take over and carry on that part of I.G. Farben which before the cessation of hostilities dealt with the production and sale of photographic goods such as film, plates, etc., and by transfer order No. 26 of October 30, 1952, the Tripartite control confirmed that this transfer included *inter alia* the AGFA trade marks.
- I 18. The opponents have not in their grounds-of-opposition revealed any claim to the ownership of AGFA trade marks.

19. If the opponents are a legal entity which is denied they can only be given what was taken legally by the Soviet Occupational Forces and this could relate only to the factory, premises, plant and machinery situate under the Soviet control.

20. The applicants are in no way concerned with the registration of AGFA trade marks or any other trade marks registered in the Eastern Germany.

21. The applicants deny the contents in Clauses 9 and 10 of the opponents' grounds-of-opposition.

22. The points raised in Clauses 11, 12 and 13 of the opponents' grounds-of-opposition are true since the opponents have merely continued to use trade marks which were before the end of the Second Great-War the property of I.G. Farben of whom the applicants are the legal successors so far as it relates to the photographic business.

We admit the following allegation in the Notice-of-Opposition:—

(1) that the attention of the applicants has been specifically drawn to the opponents' objection to the application."

The evidence of the appellants before the Registrar consisted of two Statutory Declarations by Friedrich Bienen who is described as a Director of the appellant firm and the respondents' evidence consisted of eight Statutory Declarations by various persons, who were formerly connected with the firm of I.G. Farbenindustrie Aktiengesellschaft which I will refer to as I. G. Farben.

The Registrar's decision is to the effect that the respondents are the successors in title to the Agfa mark in Singapore and that the appellants have not satisfied her that they have any merits or rights whatever in the Agfa mark in Singapore and she is therefore prepared to proceed with the respondents' application.

The grounds of appeal are as follows:—

(1) The Registrar erred in law in holding:—

(a) That the applicants were successors in title to the rights in the said mark in this Colony of I.G. Farbenindustrie Aktiengesellschaft.

(b) That there was an onus on the opponents to show that they were entitled to the said mark.

(c) That the applicants were entitled to be registered as proprietor of the said mark in the Colony of Singapore.

(d) That the opponents had no rights in the said mark.

(2) The Registrar misdirected herself in law as to the nature of the proceedings and proceeded as if the matter was an application for rectification instead of dealing with the matter properly as opposition proceedings.

The following facts are not disputed:—

(1) In 1939 I.G. Farben applied for registration of four Agfa Trade Marks in Singapore but before these were registered the war commenced.

(2) By a vesting order dated the 8th day of February 1950 made under s.8 of the Trading with the Enemy Ordinance, 1938 the Governor vests in the Custodian of Enemy Property, Singapore, the right to transfer all the rights in the Agfa Trade Marks and confers upon the Custodian power to grant a licence or licences to use in the Colony the Agfa Trade Marks.

(3) In January 1954 the Custodian of Enemy Property, Singapore applied to the Registrar of Trade Marks to withdraw the applications for the registration of the Agfa Trade Marks by I.G. Farben. (Gazette Notification No. 170 of 22nd January, 1954.)

The arguments submitted by the appellants in this Court are mainly on this question: what happens to the Agfa mark (which I will refer to as the Mark) when the Custodian of Enemy Property abandoned and disclaimed it. Mr. Gould for the appellants submits that the Laws passed by the Allied Control Council affect only the property and assets in Germany and do not affect the property and assets outside Germany. He maintains that the only question to decide is what is the position of the Mark in Singapore? He submits that the Custodian has abandoned and disclaimed the Mark and it became a common mark for those who have legitimately used it before. He also submits that the appellants are entitled to the Mark for the following reasons (i) the appellants came into existence in 1945 whereas the respondents were only created in 1952, (ii) the appellants' products bearing the Mark have been imported into Singapore 2 years prior to the disclaimer by the Custodian without any objection by the Custodian, (iii) the word "Agfa" is part of the appellants' name and they are entitled to market goods bearing the word "Agfa" and they have done so openly and honestly.

Mr. Gould further submits that it is for the respondents to satisfy the Registrar that they are entitled to registration and he complains that the Registrar placed the onus of the entire proceedings on the appellants and the Registrar has taken the stand that because the appellants have not satisfied her, the respondents are entitled to registration. In fact the only issue before the Registrar was: who is the successor in title to the Mark? The complaint of Mr. Gould, I think, is without foundation. It is quite clear from the records that the Registrar was

clearly aware that the onus was on the respondents to show that the opposition was not justified.

The Registrar has found that the respondents are the successors in title to the Mark. The appellants have challenged that finding but I cannot say that the finding of the Registrar is wrong. The appellants claim title to the mark through Agfa Aktiengesellschaft Fur Anilinfabrikation (which I will refer to as the Anilin Co.). It has been clearly established by the respondents that the Anilin Co. lost its legal identity completely at the time of the merger in 1925 and on the formation of I.G. Farben and that the rights of the Anilin Co. to the Mark became vested in I.G. Farben. The respondents have also proved that the Filmfabrik Wolfen (called by the appellants Filmfabrik Agfa Wolfen) was only a factory built by the Anilin Co. and was not a separate company and it later became a factory owned by I.G. Farben. It is in evidence that this factory, which is in the Soviet Zone of Germany was seized by the Soviet Occupation forces and on the 1st January 1954 it was handed back to the German people and it became known as Veb Filmfabrik Agfa Wolfen. There is no doubt that the appellants are not the successors in title to the Mark either through the Anilin Co. or I.G. Farben. On the other hand the respondents have successfully traced their title to the Mark through I.G. Farben. The fact that the Agfa Trade Mark in the U.K. was assigned to the respondents by the Custodian of Enemy Property for England means that the respondents must have satisfied the English Custodian that they are the successors in title to the Mark.

I now turn to the contention of the appellants that the Custodian of Enemy Property, Singapore, has abandoned and disclaimed the Mark and it became a common Mark and they are entitled to use it. It would appear that the appellants have before this Court abandoned their claim to have the Mark registered in their name in Singapore as the successors in title to the Anilin Co. and now say that they are entitled to registration because the Custodian has disclaimed and abandoned the Mark.

Mr. Gould says that the goods of the appellants bearing the Mark have been imported into the Colony for two years prior to the disclaimer by the Custodian. The Custodian did not bring

A any action to restrain the appellants from importing these goods or the dealers from dealing with these goods. He submits that the Custodian by taking no action has abandoned the Mark and when the Custodian disclaimed the Mark in 1954 he made the Mark a common mark.

B Let us examine the vesting order that was made on the 8th day of February 1950 under section 8 of the Trading with the Enemy Ordinance 1939 in respect of German Trade Marks. It reads as follows:

C In the Matter of German Trade Marks (Unregistered)

In exercise of the powers conferred upon the Governor by section 8 of the Trading with the Enemy Ordinance, 1939, and delegated to the Under Secretary by virtue of the powers conferred by section 2 of the Governor's Powers Delegation Ordinance, the Under Secretary by this Order vests in the Custodian of Enemy Property the right to transfer all the enemy property specified in the Schedules annexed hereto and confers upon the Custodian power to grant a licence or licences at his discretion and upon such conditions as he sees fit to use in the Colony the trade names, or marks, or designs specified in the said Schedules.

SCHEDULE

E All the rights and privileges in the trade names, marks, or designs (arising out of the use thereof in the Settlement of Singapore before the outbreak of war between the United Kingdom and Germany and accruing but for the state of war to the benefit of enemies) particulars whereof are set out below:—

F

PART I

GERMAN TRADE MARKS (UNREGISTERED):

Applications for registration of which are pending.

G Then follows a list of the applications and short description of the marks which included the applications of I.G. Farben in respect of the Agfa Trade Marks.

H I It will be observed that the German Trade Marks were not vested in the Custodian. What was vested in the Custodian was "the right to transfer all the enemy property specified in the Schedules" and this vesting order also confers upon the Custodian the "power to grant a licence or licences at his discretion and upon such conditions as he sees fit to use in the Colony the trade names, or marks or designs specified in the said schedule." I don't think that there can be any question of abandonment or disclaimer by the Custodian. The common law rights of I.G. Farben or their successors in title are not extinguished unless and until the Custodian

transfers the Mark to another person (*R.J. Reuter Co. Ltd. v. Ferd Mulhens*⁽¹⁾). When the Custodian took no action to stop the importation of the Agfa products of the appellants and when he withdrew the applications for registration of the Agfa Trade Marks of I.G. Farben it did not mean that the Custodian abandoned or disclaimed the Mark. What the Custodian abandoned was his right to transfer the Mark to another person or to grant licence in respect of its use in Singapore.

The Mark has been in use for some considerable years, since 1897 to be precise. The appellants claim that "Agfa" is part of their name and they are entitled to market goods bearing that word. On examination of the evidence, however, one finds that the word "Agfa" is the initials of the Anilin Co. who were the original owners of the Mark and the factory at Wolfen has "Agfa" as part of its name only when the factory was under Soviet control and the appellants used the word "Agfa" as part of their name when they were formed in 1954. It is clear that the appellants have no title to the word "Agfa" and it would appear that that word is adopted by the appellants in order to trade on the goodwill which has been built up by the Anilin Co. and by I.G. Farben.

From the submissions of Mr. Gould it appears that Mr. Gould is not quite sure whether the appellants are exclusively entitled to registration. He submits that it is possible that both the appellants and the respondents are entitled to registrations on the ground of honest concurrent user. But is there an honest concurrent user on the part of the appellants? I do not think so for the reasons which I have set out in the last sentence of the preceding paragraph.

I am of the opinion that the Registrar is perfectly right in deciding that the application of the respondents should proceed as the respondents are the successors in title to the Mark and the appellants have no merits or rights whatever in the Mark.

The appeal is therefore dismissed with costs.

Appeal dismissed.

Solicitors: Rodyk & Davidson; Drew & Napier.

CHEONG CHIN NAM (PROPERTY) LTD. v.
CHIO GIOK POH (m.w.)

[O.C.J. (Tan Ah Tah J.) June 25, 1958]

[Singapore — Suit No. 1186 of 1956]

Landlord and Tenant — Claim for possession of land and premises — Whether or not premises are buildings of a "temporary character" — Test — Demolition — Whether necessary in the interest of town improvement — Lay-out plans approved by Singapore Improvement Trust — Plan forming part of General Improvement Plan — Control of Rent Ordinance (Cap.242), s.15(1)(g), (i) and (k) — Singapore Improvement Ordinance (Cap.259), s.62(8).

The landlords in this case sought to recover possession of certain lands and premises situate in Bukit Timah Road from the defendant, their tenant, and relied on section 15(1) (g), (i) and (k) of the Control of Rent Ordinance. The buildings on the site in question were erected during the Japanese occupation for the purposes of an amusement park, and were run by a partnership, the defendant's husband being one of the partners. The amusement park was closed when the Japanese surrendered, but towards the end of 1946 it began to be used as a market and had been so ever since. The business was sold to a nominee of the defendant's husband in 1947 and in 1949 the defendant was registered as the sole proprietress and she also became the plaintiffs' tenant.

Evidence was called on behalf of the plaintiffs to show that they had a building scheme or plan in accordance with that scheme they proposed to erect two blocks of buildings consisting of shop-houses together with a market on the lands in question. The lay-out plans relating to the buildings had been approved by the Singapore Improvement Trust and had been embodied in the General Improvement Plan.

The learned Judge viewed the buildings on the site in the company of counsel for both parties and an architect. The defendant did not dispute that the site was required by the plaintiffs for the purposes of their scheme and that such purpose formed an essential part of a building plan or project of a permanent character for which plans had been approved by the local authorities; she only disputed the allegation that the premises standing on the site consisted of buildings of a temporary character and she called evidence to show that the intention was that the buildings should remain on the land for a long time.

Held: (1) there is no single test which can be applied in all cases and which will result in the determination of the question whether or not the premises are buildings of a temporary character. The intention of the person who erects the building is not conclusive on the point. In this case, after the character of the buildings and the evidence, including the evidence of expert witnesses, have been considered, the conclusion is reached that the buildings in question are buildings of a temporary character;

(2) when a lay-out plan has been approved by the Singapore Improvement Trust and embodied in the